

Elayna Konstan  
Chief Executive Officer  
Office of School and Youth Development  
52 Chambers Street – Room 218  
New York, NY 10007

## Confidentiality Acknowledgement

### CBO Partners

\_\_\_\_\_ affirms, under penalty of perjury:

I am employed by or a volunteer with \_\_\_\_\_ (name of CBO) (“CBO”), a community based organization that has a contract with the Department of Education/\_\_\_\_\_ (name of school) (the “School”) to provide support services at \_\_\_\_\_ (name of school). As part of this contract, I understand that my CBO will work with the School and participants in the New York City Success Mentor Corps (“Mentor”), where relevant, as part of Mayor Bloomberg’s Campaign to Reduce Truancy and Chronic Absenteeism (the “Campaign”) to improve student attendance and school performance.

For purpose of this Acknowledgment, “**Confidential Information**” means any personally identifiable information related to Department of Education (“DOE”) students, student families/guardians, DOE employees, agents and/or volunteers obtained by or furnished to the CBO. Confidential Information includes, but is not limited to, names, addresses, contact information, school or school attended, school district, grades or other reviews, credits, scores, analysis or evaluations, records, correspondence, activities or associations, financial information, social security numbers or other identifying numbers or codes, date of birth or age, gender, religion, sexual orientation or preference, national origin, socio-economic status (including free/reduced lunch status), race, ethnicity, special education status, or English Language Learner status; regardless of whether such information was disclosed prior to, concurrent with or subsequent to this Agreement. This includes Confidential Information that may be provided to me directly by school staff, students or parents.

As part of my responsibilities for the CBO and role in the Campaign, I understand that I may be provided with Confidential Information on children in New York City public schools in order to assist me in providing support to designated students at the DOE in efforts to address attendance issues. I understand that I may also be given limited access to the DOE “ATS” database containing Confidential Information. In the event that I am given access to DOE databases, I agree that I will only search for Confidential Information about students who have been assigned to me in connection with my CBO duties and as part of the Campaign, and only if needed to obtain information that will enable me to assist these students.

I will use the Confidential Information that I obtain only for legitimate educational purposes that fulfill my professional responsibilities as an employee of the CBO and participant in the Campaign. I will use Confidential Information solely in furtherance of the Campaign to reduce truancy and chronic absenteeism and help at risk students.

I understand that I may share Confidential Information with school officials (i.e., DOE employees) and Mentors at the school where I am providing services in furtherance of my efforts to help students participating in the Campaign, and only if needed to further the educational interests of the student(s) and if permitted by law. I may also share Confidential Information with other employees of the CBO if needed to further the educational interests of the student(s). I will not otherwise share Confidential Information with anyone. If I receive information that could constitute abuse or neglect of a student, as defined in Chancellor's Regulation A-750, I will promptly inform the school principal/designee and make any reports required by this regulation. I will not share any password with any other person. I understand that school safety agents and other NYPD employees are not considered school officials.

I will not remove any Confidential Information from school premises. When my participation with said CBO or with the Campaign terminates, I agree that I will not copy or remove any Confidential Information from, or keep any Confidential Information of, the DOE. I will return any Confidential Information in my possession to the DOE, and will delete any Confidential Information (such as student contact information) that I may be storing privately.

I have been advised that in many cases Confidential Information is deemed to be confidential student record information under Federal and State law. I agree to hold all such information confidential pursuant to applicable provisions of state and federal laws, including but not limited to the Family and Educational Rights and Privacy Act and its implementing regulations (20 U.S.C. 1232g and 34 C.F.R. Part 99) and any other applicable regulations promulgated thereunder. I have been informed and understand that the release of Confidential Information to persons or agencies not authorized to receive such information may be a violation of United States federal law and may result in civil and/or criminal penalties. Disclosure of and access to student records shall at all times be subject to DOE policy and the Chancellor's Regulation A-820 entitled, "Student Records: Confidentiality, Access, Disclosure and Retention".

I agree to be fingerprinted by the New York City Department of Education as a condition of my access to Confidential Information and to abide by any determinations that are made regarding my access to such information as a result of the fingerprint verification. I agree to immediately notify the school principal in the event that I am arrested.

I understand that the DOE may terminate my access to its computer systems at any time.

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

Name of CBO \_\_\_\_\_

Email address: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Home phone number \_\_\_\_\_

Acknowledged:

\_\_\_\_\_

Date: \_\_\_\_\_

Representative of the CBO

\_\_\_\_\_

Date: \_\_\_\_\_

School Principal/Designee